

DARREN T. BRENNER, ESQ.  
Nevada Bar No. 8386  
JAMIE K. COMBS, ESQ.  
Nevada Bar No. 13088  
AKERMAN LLP  
1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134  
Telephone: (702) 634-5000  
Facsimile: (702) 380-8572  
Email: darren.brenner@akerman.com  
Email: jamie.combs@akerman.com

*Attorneys for plaintiff and counter-defendant  
Bank of America, N.A.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

BANK OF AMERICA, N.A.,  
Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC and  
WHITE LAKE RANCH ASSOCIATION,  
Defendants.

Case No.: 3:15-cv-00518-MMD-WGC

**STIPULATED PROTECTIVE ORDER**

SFR INVESTMENTS POOL 1, LLC,  
Counter/Cross Claimant,

vs.

BANK OF AMERICA, N.A.; JAIME A.  
VALDIVIA, an individual; NARCIZA M.  
IGLESIAS, an individual; AND VICTOR  
BERNAL-ANGUIANO, an individual,  
Counter/Cross Defendants.

Subject to the Court's approval, plaintiff and counter-defendant Bank of America, N.A., and  
defendant, counter-claimant and cross-claimant SFR Investments Pool 1, LLC and defendant White  
Lake Ranch Association stipulate as follows:

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1 To expedite the flow of discovery, facilitate the prompt resolution of disputes over  
2 confidentiality, adequately protect material claimed to be confidential, and ensure protection is  
3 afforded only to material so designated, it is, pursuant to the Court's authority under FED. R. CIV. P.  
4 26(c), **ORDERED** this Protective Order shall govern the disclosure, handling and disposition of  
5 documents in this litigation as follows:

6 1. **Application.**

7 1.1 This Protective Order shall govern any document, information or other material that  
8 is designated as containing "Confidential Information" as defined herein, and is produced in  
9 connection with this litigation by any person or entity (the "producing party"), whether in response  
10 to a discovery request, subpoena or otherwise, to any other person or entity (the "receiving party")  
11 regardless of whether the person or entity producing or receiving such information is a party to this  
12 litigation.

13 2. **Definitions.**

14 2.1 Confidential Information. "Confidential Information" shall mean and include,  
15 without limitation, any non-public information that concerns or relates to the following areas:  
16 confidential proprietary information, trade secrets, practices and procedures, personal financial  
17 information, commercial, financial, pricing, budgeting, and/or accounting information, information  
18 about existing and potential customers, marketing studies, performance projections, business  
19 strategies, decisions and/or negotiations, personnel compensation, evaluations and other  
20 employment information, and confidential proprietary information about affiliates, parents,  
21 subsidiaries and third-parties with whom the parties to this action have or have had business  
22 relationships.

23 2.2 Documents. As used herein, the term "documents" includes all writings, records,  
24 files, drawings, graphs, charts, photographs, e-mails, video tapes, audio tapes, compact discs,  
25 electronic messages, other data compilations from which information can be obtained and other  
26 tangible things subject to production under the Federal Rules of Civil Procedure.

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1           3.3     Interrogatory Answers. If a party answering an interrogatory or other discovery  
2 demand believes that its answer contains Confidential Information, it shall state so in the  
3 interrogatory response, and that portion of the response will be entitled to the protections of this  
4 order.

5           3.4     Inspection of Documents. In the event a party elects to produce files and records for  
6 inspection and the requesting party elects to inspect them, no designation of Confidential  
7 Information needs to be made in advance of the inspection. For purposes of such inspection, all  
8 material produced shall be considered as Confidential Information. If the inspecting party selects  
9 specified documents to be copied, the producing party shall designate Confidential Information in  
10 accordance with subparagraph 3.2 at the time the copies are produced.

11          3.5     Deposition Transcripts. The party asserting confidentiality shall state on the record  
12 the portions it deems confidential. The failure to designate testimony on the record as confidential  
13 shall be a waiver unless the designating party notifies all other parties and files a motion to  
14 designate the testimony as confidential within 5 days of the notification.

15          3.6     Inadvertent Failure to Designate. Inadvertent failure to identify documents or things  
16 as "Confidential" pursuant to this Protective Order shall not constitute a waiver of any otherwise  
17 valid claim for protection, provided that the provisions of this paragraph are satisfied. If the  
18 designating party discovers that information should have but was not designated "Confidential" or  
19 of the designating party receives notice that would enable the designated party to learn that it has  
20 disclosed such information, the designating party must immediately notify all other parties. In such  
21 event, within thirty (30) days of notifying all other parties, the designating parties must also provide  
22 copies of the "Confidential" information designated in accordance with this Protective Order. After  
23 receipt of such re-designated information, the "Confidential" information shall be treated as  
24 required by this Protective Order, and the receiving party(ies) shall promptly, and in no event more  
25 than fourteen (14) calendar days from the receipt of the re-designated information, return to the  
26 designated party all previously produced copies of the same unlegended documents or things. The  
27 designating party and the parties may agree to alternative means. The receiving party(ies) shall  
28 receive no liability, under this Protective Order or otherwise, for any disclosure of information

1 contained in unlegended documents or things occurring before the receiving party was placed on  
2 notice of the designating party's claims of confidentiality.

3 4. **Designations by Another Party.**

4 4.1 Notification of Designation. If a party other than the producing party believes that a  
5 producing party has produced a document that contains or constitutes Confidential Information of  
6 the non-producing party, the non-producing party may designate the document as Confidential  
7 Information by so notifying all parties in writing within fourteen (14) days of service of the  
8 document.

9 4.2 Return of Documents; Non-disclosure. Whenever a party other than the producing  
10 party designates a document produced by a producing party as Confidential Information in  
11 accordance with subparagraph 4.1, each party receiving the document shall either add the  
12 Confidential Information designation in accordance with subparagraph 3.2 or substitute a copy of  
13 the document bearing such designation for each copy of the document produced by the producing  
14 party. Each party shall destroy all undesignated copies of the document or return those copies to the  
15 producing party, at the direction of the producing party. No party shall disclose a produced  
16 document to any person, other than the persons authorized to receive Confidential Information  
17 under subparagraph 7.1, until after the expiration of the fourteen (14) day designation period  
18 specified in subparagraph 4.1. If during the fourteen (14) day designation period a party discloses a  
19 produced document to a person authorized to receive Confidential Information under subparagraph  
20 7.1, and that document is subsequently designated as Confidential Information in accordance with  
21 subparagraph 4.1, the disclosing party shall cause all copies of the document to be destroyed or  
22 returned to the producing party, at the direction of the producing party. The party may thereafter  
23 disclose a copy of the document that has been marked as Confidential Information by the  
24 designating party, in accordance with subparagraphs 3.2 and 7.1.

25 5. **Objections to Designations.** Any party objecting to a designation of Confidential  
26 Information, including objections to portions of designations of multi-page documents, shall notify  
27 the designating party and all other parties of the objection in writing forty-five (45) days before trial  
28 of the matter. This notice must specifically identify each document that the objecting party in good

1 faith believes should not be designated as Confidential Information and provide a brief statement of  
2 the grounds for such belief. In accordance with the Federal Rules of Civil Procedure governing  
3 discovery disputes, the objecting and the designating parties thereafter shall confer within ten (10)  
4 days after the date of such objection in an attempt to resolve their differences. If the parties are  
5 unable to resolve their differences, the designating party shall have fourteen (14) days after the  
6 conference concludes to file with the Court a motion to deem the information as Confidential  
7 Information. Where a party authored, created, owns, or controls a document, information or other  
8 material that another party designates as Confidential Information, the party that authored, created,  
9 owns, or controls the Confidential Information may so inform the objecting party and thereafter  
10 shall also be considered a designating party for purposes of this paragraph.

11 All documents, information and other materials initially designated as Confidential  
12 Information shall be treated as such in accordance with this Protective Order unless and until the  
13 Court rules otherwise, except for deposition transcripts and exhibits initially considered as  
14 containing Confidential Information under subparagraph 3.5, which will lose their confidential status  
15 after fourteen (14) days unless so designated as Confidential Information. If the Court rules that a  
16 designation should not be maintained as to a particular document, the producing party shall, upon  
17 written request by a party, provide that party a copy of that document without the designation  
18 described in subparagraph 3.2.

19 If a designating party elects not to make such a motion with respect to documents within  
20 fourteen (14) days after the conference, information or other materials to which an objection has been  
21 made, the Confidential Information designation shall be deemed withdrawn. The objecting party shall  
22 have fourteen (14) days to respond to the objecting party's motion. If no response is filed by the  
23 objecting party within fourteen (14) days, the objecting party shall be deemed to have consented to the  
24 designating party's motion.

25 6. **Custody.** All Confidential Information and any and all copies, extracts and  
26 summaries thereof, including memoranda relating thereto, shall be retained by the receiving party in  
27 the custody of counsel of record, or by persons to whom disclosure is authorized under  
28 subparagraph 7.1.

1           7.       **Handling Prior to Trial.**

2           7.1       Authorized Disclosures. Confidential Information shall be disclosed by the receiving  
3 party only to the following persons:

4           a.       Counsel for the parties in this litigation, including their associates, clerks, paralegals,  
5 and secretarial personnel;

6           b.       Qualified persons taking testimony in this litigation involving such Confidential  
7 Information, and necessary stenographic, videotape and clerical personnel;

8           c.       Experts and their staff who are retained by counsel as expert witnesses for a party in  
9 this litigation;

10          d.       Experts and their staff who are consulted by counsel for a party in this litigation;

11          e.       Parties to this litigation, limited to the named party and, if that party is a corporate  
12 entity, a limited number of employees of the corporate entity and its insurers;

13          f.       Designated in-house counsel and a limited number of assistants, administrative or  
14 otherwise;

15          g.       Outside vendors employed by counsel for copying, scanning and general handling of  
16 documents;

17          h.       Any person of whom testimony is taken regarding the Confidential Information,  
18 except that such person may only be shown Confidential Information during his/her testimony, and  
19 may not retain a copy of such Confidential Information; and

20          i.       This Court and this Court's staff, subject to the Court's processes for filing materials  
21 under seal.

22               Such disclosures are authorized only to the extent necessary to investigate, prosecute, or  
23 defend the litigation.

24               Confidential Information may not be disclosed to persons under subparagraphs (c) or (d)  
25 until the receiving party has obtained a written acknowledgment from the person receiving  
26 Confidential Information, in the form of the Declaration attached hereto as Exhibit A, that he or she  
27 has received a copy of this Protective Order and has agreed to be bound by it. A party who discloses  
28 Confidential Information in accordance with subparagraph 7.1 shall retain the written



1 acknowledgment from each person receiving Confidential Information, shall maintain a list of all  
2 persons to whom a receiving party has disclosed Confidential Information and identify what  
3 documents have been disclosed, and shall furnish the written acknowledgments and disclosure list  
4 to opposing counsel as follows: (i) for a person under subparagraph (c), within thirty (30) days after  
5 the person signs the Declaration; and (ii) for a person under subparagraph (d), within thirty (30)  
6 days after the matter is finally concluded. Disclosure of Confidential Information to this Court,  
7 including judicial staff, shall be made in accordance with subparagraph 7.4 of this Protective Order.

8         7.2     Unauthorized Disclosures. All persons receiving Confidential Information under the  
9 terms of this Protective Order are under the jurisdiction of the state courts and U.S. federal courts  
10 located in Nevada for all matters arising from the improper disclosure or use of such information. If  
11 Confidential Information is disclosed to any person other than in the manner authorized by this  
12 Protective Order, the party or person responsible for the disclosure, and any other party or person  
13 who is subject to this Protective Order and learns of such disclosure, shall immediately bring such  
14 disclosure to the attention of the designating party. Without prejudice to other rights and remedies  
15 of the designating party, the responsible party or person shall make every effort to obtain and return  
16 the Confidential Information and to prevent further disclosure on its own part or on the part of the  
17 person who was the unauthorized recipient of such information.

18         7.3     Court Filings. In the event any Confidential Information must be filed with the Court  
19 prior to trial, the proposed filing shall be accompanied by a motion to file the Confidential  
20 Information under seal that complies with Local Rule 10-5(b) and a proposed order, and the  
21 application and proposed order shall be directed to the judge to whom the Confidential Information  
22 is directed. This provision is applicable to briefs, memoranda, and other filings which quote,  
23 summarize, or describe Confidential Information.

24         8.       **Care in Storage.** Any person in possession of Confidential Information produced by  
25 another party shall exercise reasonable and appropriate care with regard to the storage, custody,  
26 copying, and use of such information to ensure that the confidential and sensitive nature of same is  
27 maintained.

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1           9.       **Handling During Trial.** Confidential Information that is subject to this Order may  
2 be marked and used as trial exhibits by either party, subject to terms and conditions as imposed by  
3 the Court upon application by any party.

4           10.     **No Implied Waivers.** This Protective Order shall not be interpreted as a waiver of  
5 the right to object, under applicable law, to the furnishing of information in response to discovery  
6 requests or to object to a requested inspection of documents or facilities. Parties producing  
7 Confidential Information in this litigation are doing so only pursuant to the terms of this Protective  
8 Order. The taking of any action in accordance with the provisions of this Protective Order shall not  
9 be interpreted as a waiver of any claim or position or defense in this action, or any other actions.

10          11.     **No Admission.** The designation of any item as Confidential Information shall not be  
11 construed as an admission that such material, or any testimony concerning such material, would be  
12 admissible in evidence in this litigation or in any other proceeding.

13          12.     **Inadvertent Disclosure.** Nothing in this Protective Order abridges applicable law  
14 concerning inadvertent disclosure of a document that the Disclosing Party believes contains  
15 attorney-client communications, attorney work product, or otherwise privileged information. If a  
16 party inadvertently discloses documents or information subject to a claim of privilege or work  
17 product protection, such disclosure will not waive otherwise applicable claims of privilege or work  
18 product protection under applicable law. Upon discovery by the Receiving Party, or receipt of  
19 written notice from the Disclosing Party identifying privileged or protected Documents that were  
20 inadvertently produced, the receiving party shall within seven (7) business days either: (a) return or  
21 certify the destruction of all such documents, all copies, and any work product or portions of any  
22 work product containing or reflecting the contents of the subject materials; or (b) after attempting to  
23 resolve any dispute with opposing counsel informally, file a motion to challenge the assertion of  
24 privilege and tender the subject documents for *in camera* review with the motion. The moving party  
25 shall do nothing to compromise the privilege claim until the Court rules on said motion and the  
26 opportunity for appellate review is exhausted or the issue is otherwise resolved.

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1           13.     **Parties' Own Documents.** This Protective Order shall in no way restrict the parties  
2 in their use of their own documents and information, and nothing in this Protective Order shall  
3 preclude any party from voluntarily disclosing its own documents or information to any party or  
4 nonparty.

5           14.     **Motion by Third Party to Compel Production of Confidential Information.** If  
6 any third party subpoenas Confidential Information from a party to this action or moves to compel a  
7 party to this action to produce any such information, such party shall immediately notify the parties  
8 who originally produced and/or designated such information that a subpoena has been served or a  
9 motion has been made in order to allow the parties who originally produced and/or designated such  
10 information the opportunity to seek a protective order or oppose the motion or application. If,  
11 within thirty (30) days after receiving notice of a subpoena seeking Confidential Information from a  
12 receiving party, the party who originally produced and/or designated such information fails to move  
13 for a protective order, the party subject to the subpoena may produce said information. In addition,  
14 if a party is ordered to produce Confidential Information covered by this Protective Order, then  
15 notice and, if available, a copy of the order compelling disclosure shall immediately be given the  
16 parties who originally produced and/or designated such information. Nothing in this Protective  
17 Order shall be construed as requiring the party who is ordered to produce such Confidential  
18 Information to challenge or appeal any order requiring the production of such information or to  
19 subject himself/herself to any penalty for non-compliance with any legal process or seek any relief  
20 from the Court.

21           15.     **No Effect on Other Rights.** This Protective Order shall in no way abrogate or  
22 diminish any pre-existing contractual, statutory, or other legal obligations or rights of any party  
23 with respect to Confidential Information.

24           16.     **Modification.** In the event any party hereto seeks a Court order to modify the terms  
25 of this Protective Order, or seeks a protective order which incorporates the terms and conditions of  
26 this Protective Order said party shall make such request by written stipulation or noticed motion to  
27 all parties that must be served and filed in accordance with local court rules.

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1           17.     Handling Upon Conclusion of Litigation. All parties, counsel, and persons to  
2 whom disclosure was made agree to return all Confidential Information to the designating party  
3 within thirty (30) days of the conclusion of litigation between the parties, including final appellate  
4 action or the expiration of time to appeal or seek further review. In addition, counsel shall certify in  
5 writing that all such Confidential Information have been returned. Counsel for each party also shall  
6 contact each person to whom that party has provided a copy of any Confidential Information and  
7 request the documents be returned. In lieu of returning Confidential Information, the person or party  
8 in possession of such information may elect to destroy it. If the person or party in possession of  
9 Confidential Information elects to destroy it rather than return it, that person or party must notify  
10 the designating party in writing of the destruction of the information within ninety (90) days of the  
11 conclusion of litigation between the parties, including final appellate action or the expiration of  
12 time to appeal or seek further review.

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18. **Survival of the Terms of this Protective Order.** Even after the termination of this litigation, the confidentiality obligations imposed by this Protective Order shall remain in effect until a Designating Party otherwise in writing or a court order otherwise directs.

This the 16th day of July, 2018.

**AKERMAN LLP**

/s/ Jamie K. Combs  
DARREN T. BRENNER, ESQ.  
Nevada Bar No. 8386  
JAMIE K. COMBS, ESQ.  
Nevada Bar No. 13088  
1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134

*Attorneys for plaintiff and counter-defendant  
Bank of America, N.A.*

This the 16th day of July, 2018

**TYSON & MENDES LLP**

/s/ Margaret E. Schmidt  
THOMAS E. MCGRATH  
Nevada Bar No. 7086  
MARGARET E. SCHMIDT  
Nevada Bar No. 12489  
3960 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169

*Attorneys for Defendant White Lake Ranch  
Association*

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This the 16th day of July, 2018.

**KIM GILBERT EBRON**

/s/ Diana S. Ebron  
DIANA S. EBRON, ESQ.  
Nevada Bar No. 10580  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
KAREN L. HANKS, ESQ.  
Nevada Bar No. 9578  
7625 Dean Martin Drive, Suite 110  
Las Vegas, Nevada 89139-5974

*Attorneys for defendant, counter-claimant and  
cross-claimant SFR Investments Pool 1, LLC*

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Paragraph 18 is modified to reflect that although the parties may agree to be bound by the confidentiality terms of this Order beyond the conclusion of this lawsuit, the dismissal of this action will terminate the jurisdiction of this court.

DATED: July 17, 2018.

UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A****ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, and read in its entirety and understand the Protective Order that was issued by the United States District Court, for the District of Nevada, on \_\_\_\_\_, 2017, in the case of *Bank of America, N.A. v. SFR Investment Pool 1, LLC, et al.*, Case No. 3:15-cv-00518-MMD-WGC. I agree to comply with and be bound by all terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with this Protective Order. Further, I solemnly promise that I will not offer to sell, advertise or publicize that I have obtained any protected material subject to this Protective Order.

At the conclusion of this matter, I will return all protected materials which came into my possession or control to counsel for the party from whom I received the protected material, or I will destroy those materials. I understand that any confidential information contained within any summaries of protected material shall remain protected pursuant to the terms of this Order.

I further agree to submit to the jurisdiction of the United States District Court, for the District of Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I certify under penalty of perjury that the foregoing is true and correct.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_